

COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is entered into on _____, 20__ by and between:

_____ [Party A Name], an individual entity located at _____ [Address] ("Party A")

AND

_____ [Party B Name], an individual entity located at _____ [Address] ("Party B").

Each a "Party" and collectively the "Parties."

1. Purpose. The Parties wish to collaborate on the following project:

_____ [Brief description of the project] ("Project"). The purpose of this Agreement is to outline the terms, responsibilities, and expectations of the Parties.

2. Scope of Work. Each Party agrees to perform the following:

- Party A: _____
- Party B: _____

The Parties may modify the scope by mutual written consent.

3. Contributions. Each Party shall provide the following resources:

- Party A: _____
- Party B: _____

Additional contributions, if needed, will be subject to mutual agreement.

4. Term. This Agreement shall begin on the Effective Date and shall continue until: (Check one)

- Completion of the Project
- _____, 20__ [Specific date]
- At will, as provided below

5. Termination. (If applicable) Either Party may terminate this Agreement with ___ days' prior written notice. Upon termination, all materials and property provided must be returned or accounted for. Upon termination, the Parties shall settle any outstanding payments or deliverables per the terms of this Agreement within [number of days] days.

6. Compensation (if applicable). Payment shall be made as follows: _____

7. Confidentiality. Each Party may have access to confidential information of the other. The receiving Party agrees to:

- Keep such information confidential;



- Use it only for the purposes of the Project;
- Return or destroy such information upon termination.

8. Ownership and Intellectual Property. (Check one)

- All work product shall be jointly owned.
- Each Party retains ownership of its contributions.
- Work product created under this Agreement shall be owned by Party A Party B.

Each Party retains ownership of its pre-existing intellectual property ('Background IP'). Any use of Background IP in the Project grants a non-exclusive, royalty-free license to the other Party for Project purposes only.

9. Independent Relationship. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or employer-employee relationship. Each Party is responsible for its own taxes, insurance, and compliance with applicable labor laws.

10. Non-Compete. (If applicable). Each Party agrees and covenants that during the term of this Agreement, and for a period of _____ months following its termination, they will not, directly or indirectly, engage in or perform any services that are the same or substantially similar to the collaborative activities described in this Agreement for a business that is directly or indirectly in competition with any other Party, without the prior written consent of that Party.

11. Non-Solicit. (If applicable). Each Party agrees and covenants that for a period of _____ months following the termination of this Agreement, they will not, directly or indirectly, solicit or attempt to solicit any employee, contractor, customer, client, supplier, or vendor of any other Party for the purpose of diverting business or personnel away from that Party or in favor of a competing business.

12. Dispute Resolution. Any dispute arising from this Agreement shall be resolved through: (Check one)

- Court litigation. Disputes shall be resolved in the courts of the State of _____.
- If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
- Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- Mediation.
- Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

13. Governing Law. This Agreement shall be governed by the laws of the State of _____.

14. Compliance with the Law. Each Party shall comply with all applicable federal, state, and local laws, rules, and application consumer protection laws and regulations in performing its obligations under this



Agreement.

15. Notices. All notices must be in writing and delivered to the addresses above by hand, courier, or certified mail.

16. Force Majeure. Neither Party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, strikes, or governmental restrictions, provided they promptly notify the other Party and make reasonable efforts to perform.

17. Warranties and Representations. Each Party represents and warrants that it has the full right and authority to enter into this Agreement and its contributions do not infringe any third-party intellectual property or other rights.

18. Non-Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

19. Indemnification. Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, losses, or damages arising from its breach of this Agreement or violation of third-party rights.

20. Limitation of Liability. Except for breaches of confidentiality or indemnification obligations, neither Party shall be liable for indirect, incidental, or consequential damages arising from this Agreement. Total liability shall not exceed the amount paid under this Agreement. For purposes of this section, Confidential information is information marked "Confidential" or is proprietary and does not include information that is publicly available, independently developed, or required to be disclosed by law.

21. Assignments. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets.

22. Entire Agreement. This document constitutes the entire agreement between the Parties and supersedes all prior discussions and agreements.

23. Amendments. This Agreement may only be amended in writing signed by both Parties.

24. Severability. If any provision of this Agreement is held to be unenforceable, the remainder shall remain in full force and effect.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Collaboration Agreement as of the date first written above.

(If the Party A is an individual)

Client Signature

Client Name



